

## EXHIBIT 2

CASE NO. 2:17-cv-02000-APG-GWF

Declaration of Leviy Johnson

1 HINCH NEWMAN LLP  
2 RICHARD B. NEWMAN  
3 Nevada Bar No. 8203  
4 Email: rnewman@hinchnewman.com  
5 40 Wall Street, 35<sup>th</sup> Floor  
6 New York, NY 10005  
7 Tel: (212) 756-8777

8 DICKINSON WRIGHT PLLC  
9 ERIC D. HONE  
10 Nevada Bar No. 8499  
11 Email: ehone@dickinsonwright.com  
12 GABRIEL A. BLUMBERG  
13 Nevada Bar No. 12332  
14 8363 West Sunset Road, Suite 200  
15 Las Vegas, Nevada 89113-2210  
16 Tel: (702) 550-4400

17 *Attorneys for Defendant Jennifer Johnson*

18  
19 UNITED STATES DISTRICT COURT  
20  
21 DISTRICT OF NEVADA

22 FEDERAL TRADE COMMISSION,

23 Case No: 2:17-cv-02000-APG-GWF

24 Plaintiff,

25 DECLARATION OF LEVIY JOHNSON IN

vs.

REVMOUNTAIN, LLC, et al.

Defendants.

26 I, LEVIY JOHNSON, do hereby swear and affirm as follows:

27 1. I am over the age of 18 and have personal knowledge of all facts addressed  
herein, and if called upon to testify, could and would do so.

28 2. I make this declaration in support of Defendant Jennifer Johnson's Response to  
Order to Show Cause Why a Preliminary Injunction Should Not Issue and Request to Modify  
Asset Freeze to Permit Access to Funds for Basic Living Expenses and Attorneys' Fees.

3. I am married to Jennifer Johnson and we have two daughters, Kylie and Kennedy.

4. I have never worked for any of the corporate defendants in this case.

1       5. I am a Deputy District Attorney in Adams County, Colorado. My gross monthly  
2 income is \$6,494.00. This figure is automatically reduced every month by the following  
3 amounts: (1) taxes in the amount of \$1,076.43; (2) mandatory pension in the amount of \$602.46;  
4 (3) health insurance in the amount of \$428.80; (4) dental insurance in the amount of \$87.63; (5)  
5 vision insurance in the amount of \$3.44; (6) Flex-dependent care in the amount of \$416.66; (7)  
6 Flex medical insurance in the amount of \$216.66; and (8) deferred compensation in the amount  
7 of \$500. After all of these amounts are deducted, my monthly net income is \$3,361.92. A true  
8 and correct copy of my most recent paystub is attached hereto as Exhibit 2-A.

9       6. Unfortunately, a number of the deductions from my monthly salary are  
10 mandatory. The pension contributions are mandatory and therefore I cannot reduce them. The  
11 health, medical, and vision insurance payments are now necessary given that this is the only  
12 option my family has for insurance now that Jennifer is unemployed.

13       7. My contributions to the Flex spending accounts for dependent care and medical  
14 insurance are adjustable; however, I cannot make any adjustments until the new enrollment  
15 period in October.

16       8. In order to show our good faith, I am voluntarily cancelling the monthly \$500  
17 payments that are being directed to my deferred compensation account. I have been informed  
18 that this process takes thirty days, though, and therefore will not take effect until my September  
19 paycheck.

20       9. In addition to all of the monthly deductions outlined above, I also am responsible  
21 for making student loan repayments each month in the amount of \$1,410.48. A true and correct  
22 copy of my student loan monthly payment schedule is attached hereto as Exhibit 2-B. This loan  
23 has already been refinanced and cannot be ignored. When subtracted from my current monthly  
24 net income of \$3,361.92, that only leaves me with \$1,961.92 each month to provide for my wife  
25 and two young daughters. This amount is insufficient to pay for our family's basic needs of  
26 housing, utilities, transportation, and food.

10. To the extent the FTC believes we have substantial family resources to aid in our time of need, the FTC is sorely mistaken. My father is disabled and unable to help financially. In fact, I was helping him financially prior to this lawsuit. My mother is equally unable to assist us financially.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 18<sup>th</sup> day of August 2017.

  
LEVIY JOHNSON

## EXHIBIT 2-A

to Declaration of Leviy Johnson

CASE NO. 2:17-cv-02000-APG-GWF

Copy of most recent paystub from  
Adams County, Colorado

**PAYROLL DEPOSIT**

BANK NO.	NAME OF BANK/SAVINGS & LOAN	ACCOUNT NUMBER	AMOUNT
0076	WELLS FARGO BANK	XXXXXXX3825	3,361.92

DEPOSITED FOR: LEVIY P JOHNSON  
 4649 SPINNING WHEEL DR  
 BRIGHTON, CO 80601  
 EMPLOYEE #: 335226

ADAMS COUNTY, COLORADO  
 NON-NEGOTIABLE



**PAY ADVICE**  
**Statement of Earnings and Deductions**  
**ADAMS COUNTY, COLORADO**

Route: DAO  
 Advice No.: 7214334  
 Deposit Date: 07/31/2017  
 Period End: 07/31/2017

Period Earnings	Hours	Rate	Amount	Description	Period Amount	Year to Date Amount
REG & PT HRS	165.33	38.62	6,385.05	Gross Wages	6,694.00	46,608.00
HOLIDAY HRS	8.00	38.62	308.95	FED Income Tax	480.34	3,328.20
EXCESS LIFE2			2.79	FED Fica w/h	343.70	2,390.40
VACATION HOURS ACCRUED		8.00		FED Medicare w/h	80.39	559.05
SICK HOURS ACCRUED		8.00		State Income Tax	172.00	1,194.00
COMP HOURS ACCRUED				RETIRE-EE PX	602.46	4,194.72
				MEDUHHMO-3PX	428.80	3,001.60
				DENTAL 3 PX	87.63	613.41
				VISION 1 PX	3.44	24.08
				FLEX-DEPCARE	416.66	2,916.62
				FLEX-MEDICAL	216.66	1,516.62
				DEFERRED COMP	500.00	3,500.00
<b>Gross Pay:</b>	<b>173.33</b>		<b>6,694.00</b>	<b>Deductions:</b>	<b>3,332.08</b>	<b>3,361.92</b>

Sick Hours - Year To Date Taken:

Sick Hours - Current Balance: 210.00

Vacation Hours - Year To Date Taken:

Vacation Hours - Current Balance: 202.80

## EXHIBIT 2-B

to Declaration of Leviy Johnson

CASE NO. 2:17-cv-02000-APG-GWF

Copy of student loan monthly payment  
schedule



JULY 13, 2017

#BWNFKXN  
#B692 2714 1307 13L9#  
LEVIY JOHNSON  
1330 EVERSOLE DR  
WESTMINSTER CO 80023-9253

00  
13174

ACCT NUMBER: [REDACTED] 5593

The following payment is scheduled to be withdrawn from your bank account:

**Payment Summary:**

Scheduled Monthly Payment Amount:	\$1,410.48
Additional Payment Amount Requested:	\$ 0.00
<b>Total Payment to be Withdrawn* 08/07/2017</b>	<b>\$1,410.48</b>

\*As applicable to your loan program, regardless of payments you have made to satisfy future bills (paid ahead), the total amount is expected to be withdrawn on the date indicated.

\*The actual amount withdrawn may be less if the current principal balance and outstanding accrued interest for any one of your loans is less than the Scheduled Monthly Payment Amount. (See enclosed Loan Information for current principal balance and outstanding accrued interest.)

If the payment withdrawal date above is a bank holiday or weekend, your payment is expected to pull the next business day. Please notify us at least three days prior to your scheduled due date if you no longer want your automatic payments to be withdrawn or if your bank account information has changed. Manage your automatic payments and view updated account information on our website.

Note: If an amount past due is listed in your Loan Information, the past due amount will not be withdrawn and a manual payment is necessary.

**MOHELA Account Servicing**

TSXFN:MS06BDDSM  
[REDACTED] 5593

MR

[REDACTED] 4982

**Payment Address:** MOHELA SoFi-Servicing, P.O. Box 1022, Chesterfield, MO 63006-1022  
[sofi.mohela.com](http://sofi.mohela.com) Toll-free 1.877.292.7470 International 636.532.0600 TDD Dial 711

### Bill Types

A sample of a bill and helpful tips for understanding it are available at [mohela.com/samplebill](http://mohela.com/samplebill).

- **Install:** Monthly Bill. Billing for regular monthly payment. You owe payments for principal and interest. A payment is required.
- **Interest:** Interest Bill. Billing for interest accrual during periods of deferment, forbearance, in-school status or grace. Pay the outstanding interest amount to avoid past due status.
- **Int Notice:** Interest Notice. No action is needed, but the outstanding interest will capitalize if not paid.

### Payment Information

Place your account number on your check or money order. Do Not Send Cash.

**Interest Calculation:** Interest accrues daily based on your outstanding balance and the number of days between payments.

**Payments by Check:** When you pay with a check, you authorize us to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Funds may be withdrawn from your account the same day we receive your payment, and you will not receive your check back from your financial institution.

**Auto Pay:** Enroll to have automatic monthly payments electronically debited from your bank account and you may be eligible for a 0.25% interest rate reduction based on your loan type. Visit [sofi.mohela.com](http://sofi.mohela.com) for more information and to apply.

### Payment Application

**Standard Payment Application:** Payment is applied first toward any late fees, next to outstanding accrued interest then to the principal balance. Past due amounts are satisfied first, followed by current due amounts. Payments are distributed proportionally across all loans unless you request otherwise.

**Additional Payments & Paying Ahead:** You may make additional payments greater than the installment amount at any time without penalty. Additional payments are applied to your principal balance after all outstanding interest is satisfied. Interest continues to accrue between payments. If you actively participate in Auto Pay, your installment amount and any additional amount requested will be extracted from your bank account regardless of additional payments remitted.

**Partial Payments:** Payments less than the required monthly installment amount are applied using the Standard Payment Application. If you submit special payment instructions and select a payment amount that does not satisfy the total amount due, your account may become delinquent.

### Submitting Special Payment Instructions

To provide contact information updates, submit the following with payment or send to MOHELA, 633 Spirit Drive, Chesterfield, MO 63005.

I authorize MOHELA and its respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Name\* \_\_\_\_\_

Account Number \_\_\_\_\_

Address \_\_\_\_\_

Telephone – Alternate \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Borrower's Signature \_\_\_\_\_

Telephone – Primary \_\_\_\_\_

E-mail \_\_\_\_\_

\* Change of the first name requires official documentation.

**One-Time Payment Instructions:** To request special payment instructions when making an additional or partial payment, submit your request via:

- **Web** – Log into [sofi.mohela.com](http://sofi.mohela.com) to make a payment and target your payment to be applied to a specific loan or set of loans.
- **Phone** – Contact customer service at 1.877.292.7470.
- **Mail** – Include specific instructions on how you want your payment applied. Include the amount and sequence number and indicate this is a one-time payment instruction. You may submit separate instructions with your payment.

**Standing Payment Instructions:** To provide instructions for how you want all ongoing payments applied, include a separate signed document with your payment and allow extra processing time. Submit your recurring request via:

- **Mail** – Include specific instructions on how you want ongoing payments applied. Include the amount, disbursement date, loan type and indicate this is a standing payment instruction. Send instructions to MOHELA, 633 Spirit Drive, Chesterfield, MO 63005-1243.

### Payment Assistance

If you are experiencing difficulty making payments, options may be available to help you. Please contact MOHELA at 877.292.7470 for more details about ways to keep your private educational loan on track and avoid default.

### Consumer Credit Reporting

The status of your student loan(s) is reported monthly to the nationwide consumer reporting agencies. If your account is past due, late payments may be reported. Late or missed payments or defaults reflected on your consumer credit report will adversely affect your consumer credit rating.

### Student Loan Benefits

**Military Members:** Visit [mohela.com/military](http://mohela.com/military) to explore benefits and options.

**Protecting Your Privacy:** View the Privacy Policy on [sofi.mohela.com](http://sofi.mohela.com). It is also available upon request by calling.



JULY 13, 2017

#BWNFKXN  
#B692 2714 1307 13L9\*  
LEVIY JOHNSON  
1330 EVERSOLE DR  
WESTMINSTER CO 80023-9253



ACCT NUMBER: [REDACTED] 5593

The following payment is scheduled to be withdrawn from your bank account:

**Payment Summary:**

Scheduled Monthly Payment Amount:	\$1,410.48
Additional Payment Amount Requested:	\$ 0.00
Total Payment to be Withdrawn* 08/07/2017	\$1,410.48

\*As applicable to your loan program, regardless of payments you have made to satisfy future bills (paid ahead), the total amount is expected to be withdrawn on the date indicated.

\*The actual amount withdrawn may be less if the current principal balance and outstanding accrued interest for any one of your loans is less than the Scheduled Monthly Payment Amount. (See enclosed Loan Information for current principal balance and outstanding accrued interest.)

If the payment withdrawal date above is a bank holiday or weekend, your payment is expected to pull the next business day. Please notify us at least three days prior to your scheduled due date if you no longer want your automatic payments to be withdrawn or if your bank account information has changed. Manage your automatic payments and view updated account information on our website.

Note: If an amount past due is listed in your Loan Information, the past due amount will not be withdrawn and a manual payment is necessary.

**MOHELA Account Servicing**

SXFN:MS06BDDSM  
[REDACTED] 5593 MR

[REDACTED] 4982



JULY 13, 2017

## LOAN INFORMATION

PRCN20 LOAN DISBURSED: 06/27/2017	
BEGINNING PRINCIPAL: \$204,751.18	DATE LAST PAYMENT RECEIVED: ??????????
CURRENT PRINCIPAL BALANCE: \$204,751.18	TOTAL PRINCIPAL PAID: \$0.00
MONTHLY PAYMENT AMOUNT: \$1,410.48	TOTAL INTEREST PAID: \$0.00
AMOUNT PAST DUE: \$.00	TOTAL AMOUNT PAID: \$0.00
INTEREST RATE: 5.250%	PRINCIPAL PAID SINCE LAST STATEMENT: \$0.00
OUTSTANDING ACCRUED INTEREST: \$481.02	INTEREST PAID SINCE LAST STATEMENT: \$0.00
TOTAL PMNTS RCVD SINCE LAST STATEMENT: \$0.00	

TSXFN:MS06BDDSM

5593

MR

4982



JULY 05, 2017

#BWNFKXN  
#B692 2714 1307 05L9#  
LEVIY JOHNSON  
1330 EVERSOLE DR  
WESTMINSTER CO 80023-9253



ACCT NUMBER: [REDACTED] 5593

**CHANGES TO YOUR REPAYMENT SCHEDULE ARE ENCLOSED**

**WHY WE ARE CONTACTING YOU**

A change to the Repayment Schedule for your private loan account may have resulted from, but is not limited to, one or more of the following reasons. Carefully read the entire enclosed Repayment Schedule.

- The interest rate has changed.
- Interest was capitalized (added to the principal balance) on your loan(s).
- Loans were combined under one Repayment Schedule.
- The amount of your previous monthly payment was not sufficient to pay off the loan(s) within the number of months remaining.

**IMPORTANT INFORMATION**

- You may make an additional payment(s) or pay your loan(s) in full at any time.
- Any payment(s) due prior to the due date listed on your Repayment Schedule remain due as originally billed.

**IF YOU PARTICIPATE IN AUTO PAY**

- Your payment amount including any additional amount requested will continue to be withdrawn for payment(s) due prior to the due date listed on your new Repayment Schedule as originally billed.
- Your new monthly payment amount including an additional amount requested will be withdrawn on the due date listed on the Repayment Schedule.
- You may be required to make one monthly payment manually which will be indicated on your billing statement.
- Easily manage your Auto Pay by logging into your web account.

If you have any questions regarding your Repayment Schedule or account inquiries, please contact an Account Representative via secure email or by contacting the phone number listed below.

MOHELA Account Servicing

TSXFH:MS06BSRSU2

[REDACTED]  
5593

MR

[REDACTED]  
5446



JULY 05, 2017

REPAYMENT SCHEDULE 1

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>DISBURSEMENT DATE</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT BALANCE</u>	<u>INTEREST RATE</u>
SOFI	PRCN20	06/27/2017	\$204,751.18	\$204,751.18	5.500%
<u>REPAYMENT PLAN</u>	<u>EST. AMT. TO BE REPAYED</u>	<u>NUMBER OF PAYMENTS</u>	<u>PAYOUT AMOUNT</u>	<u>DUUE DATE</u>	<u>EST. CAPITALIZED INTEREST</u>
LEVEL	\$338,511.90	239 MONTHS 1 MONTHS	\$1,410.48 \$1,407.18	08/07/17 07/07/37	N/A

\*\* Your terms have been calculated due to a change in status \*\*

TSXFH:MS06BSRSU2

5593

MR

5446